

REMARKS

Applicant has carefully reviewed the Office Action dated May 4, 2004. Claims 1-11 are pending in this application. Applicant has amended Claim 1 to more clearly point out the present inventive concept. Reconsideration and favorable action is respectfully requested.

Claims 1-11 remain rejected under 35 U.S.C. §251 as being an improper recapture of broadened claimed subject matter surrendered in the application for the patent upon which the present reissue is based. Applicant respectfully traverses this rejection.

The Applicant, in the amendment of December 8, 2003, set forth an amendment to the claims to change the language of the claims to replace "underwriting institution switch" with the term "remote terminal computer." The Examiner is of the opinion that, although "underwriting institution" is an adjective, that it being an adjective is relevant to the invention as originally claimed in the original parent patent from which this reissue is sought. In operation as described in the disclosure, whenever information is sent to the central area that was defined as an underwriting institution switch, this information is handled in a manner such that information can be routed to another location. This "switch" is nothing more than an electronic device that has database information associated with it and some processing capability to receive information and determine a possible routing of the connection from some remote destination to the original user. In this instance, it is merely a phone number that is handled at the central area. There is nothing unique about a phone number other than the fact that the database was created for the purpose of connecting a checking account to a financial institution. Therefore, the nature or makeup of the switch with respect to the term "underwriting institution" has no bearing or functionality that is provided at the switch location. This is nothing more than a computer that has functionality associated with it. Thus, Applicant believes that the "remote terminal computer" does not change the claims improperly and that the amendment to the claims in the original prosecution did not prevent the change in this language. This is the reason that "underwriting institution" can have no meaning relative to a switching device, as it merely defines the functionality of the destination and it was not the destination that was changed in the amendment relative to the switching location. As

**AMENDMENT AND RESPONSE**

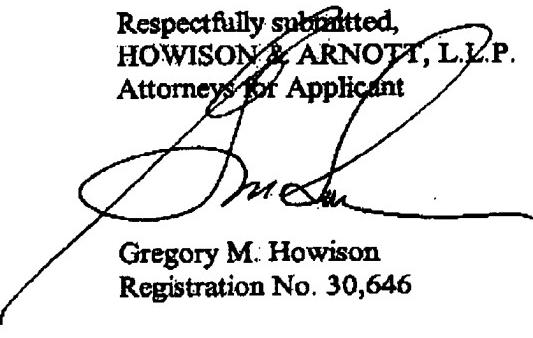
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such, Applicant believes that the term "remote terminal computer" does not change the functionality of the switch, since the switch had no "financial aspect" in the patented claims. There is no financial transaction or anything financially related that can be achieved at the switch. That term denotes a transaction aspect and a specific transaction at best. As such, Applicant respectfully requests withdrawal of the 35 U.S.C. §251 rejection with respect to the claims.

Applicant has now made an earnest attempt in order to place this case in condition for allowance. For the reasons stated above, Applicant respectfully requests full allowance of the claims as amended. Please charge any additional fees or deficiencies in fees or credit any overpayment to Deposit Account No. 20-0780/PHLY-25,478 of HOWISON & ARNOTT, L.L.P.

Respectfully submitted,  
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